

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Case No. 12-12020 (MG)
)
RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11
)
Debtors.) Jointly Administered
)

**ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P.
6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1
AUTHORIZING ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS**

Upon the motion (the “Motion”) of the Debtors¹ for entry of an order (the “Order”), pursuant to sections 105(a) and 365(a) and (f), of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the assumption and assignment of the contracts identified on Exhibit 1 annexed hereto (the “Executory Contracts”) as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the legal and factual bases set forth in the Motion

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

establish just and sufficient cause to grant the requested relief herein; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, AND ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to Sections 365(a) and (f) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors' assumption and assignment of the Executory Contracts identified on Exhibit 1 annexed hereto is approved.
3. The assumption and assignment of any Executory Contracts is subject to the Debtors' right to remove any Executory Contract from Exhibit 1, no later than two business days prior to the Closing Date (the "Contract Designation Deadline"), in which case the Executory Contract shall cease to be an Executory Contract,. The counterparty to such removed Executory Contract shall be promptly furnished with notice of such removal.
4. Removal of any Executory Contract on or before the Contract Designation Deadline will not constitute a rejection of such Executory Contract and neither the Debtors nor Ocwen will be liable for rejection damages.
5. The assumption and assignment of any Executory Contract not removed by the Debtors as of the Contract Designation Deadline shall be effective as of the Closing Date of the Platform Sale.
6. The assumption and assignment of any Executory Contract on the Closing Date shall be subject to and governed by the terms of the *Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of*

Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief [Docket No. 2246].

7. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take all other actions, as may be necessary or appropriate to implement and effectuate the relief granted in this Order.

8. Entry of this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Debtors' executory contracts and unexpired leases pursuant to, among other things, section 365 of the Bankruptcy Code. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall constitute, nor is it intended to constitute: (i) an admission as to the validity or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; or (iii) an assumption or adoption of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: February 13, 2013
New York, New York

/s/Martin Glenn

MARTIN GLENN

United States Bankruptcy Judge

Exhibit 1 to Order

Schedule of Executory Contracts

Debtor Entity	Contract Description	Counterparty	Cure Amount	Address 1
GMAC Mortgage, LLC	UBS Real Estate Securities, Inc. Assignment, Assumption and Recognition Agreement - January 30, 2006	Everbank	\$0.00	8100 Nations Way, Jacksonville, FL 32256
GMAC Mortgage, LLC	DLJ Mortgage Capital, Inc. Assignment, Assumption and Recognition Agreement - January 2, 2008	Everbank	\$0.00	8100 Nations Way, Jacksonville, FL 32256
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0002 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0004 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0005 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	REO Policy 6043-0006 (Underwriter: Balboa Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0008 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0012 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0013 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0014 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Hazard/REO Policy 6043-0015 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Hazard/REO Policy 6043-0016 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	REO Policy 6043-0018 (Underwriter: Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Hazard/REO Policy 6043-0020 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Hazard/REO Policy 6043-0021 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Hazard/REO Policy 6043-0022 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Hazard/REO Policy 6043-0023 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Hazard/REO Policy 6043-0024 (Underwriter: Balboa Insurance Co./Meritplan Insurance Co.)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Wind Only Policy 13987103 (Underwriter: Various Underwriters at Lloyd's)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage, LLC	Wind Only Policy 12986103 (Underwriter: Various Underwriters at Lloyd's)	QBE First Insurance Agency, Inc.	\$0.00	210 Interstate North Parkway Atlanta, GA 30339
GMAC Mortgage Corp.	Software License Agreement, dated September 27, 2001, between Wall Street Analytics, Inc. (now MA) and GMAC Mortgage Corporation	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
GMAC Mortgage Corp.	Appendix A-1 to Software License Agreement, executed by GMAC Mortgage Corporation on May 4, 2005, and executed by Wall Street Analytics, Inc. on April 25, 2005	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
GMAC Mortgage Corp.	Appendix A-2 to Software License Agreement, executed by GMAC Mortgage Corporation on October 16, 2006 and executed by Wall Street Analytics, Inc. on October 17, 2006	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
Residential Funding Company, LLC	Appendix A-3 to Software License Agreement	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
GMAC Mortgage, LLC	Amendment 1 to Software License Agreement	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
Residential Funding Company, LLC	Amendment 2 to Software License Agreement, February 2010	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
Residential Capital, LLC	Moody's Application & Fee Schedule for Financial Institution Issuers	Moody's Investors Service, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597
GMAC Mortgage Corp.	Sub-agreement to Software License Agreement, March 26, 2002	Moody's Analytics, Inc.	\$0.00*	Po Box 102597, Atlanta, GA 30368-0597

* Neither the Debtors nor Moody's Analytics, Inc. believe that a cure amount is due and owing under the Moody's Analytics Inc. agreements. However, if it is determined that a cure amount is due and owing under these agreements, the Debtors will promptly cure such default.